
07/12/2016

EFFECTIVE AS OF THE SIGNING DATE

Sarah Cannon, President
City of Columbus Redevelopment Commission
123 Washington Street
Columbus, Indiana 47201

Re: Engagement Letter

Dear Sarah:

We are excited to continue to work with the City of Columbus Redevelopment Commission (the "CRC") to provide expert governmental accounting and financial advising services that have made Reedy Financial Group, PC ("RFG") a valuable asset to all of our clients.

The purpose of this Engagement Letter is to update our existing agreement with the CRC and formulate a mutually acceptable agreement between the CRC and RFG pursuant to which RFG will perform certain professional services as directed by the authorized representatives of the CRC. The effective date of this agreement and the attached RFG Engagement Terms (Attachments A & B) is as of the date of signing by the CRC and may be terminated by either party in writing to the address listed above at the end of each month. This agreement will be used as a basis for assigning projects or financial advisory work to RFG. However, the agreement does not guarantee that any assignments will be given to RFG, and the work performed can be discontinued at any time. Services provided by RFG under this agreement would include, but not be limited to the following:

Scope of Service:

The CRC (or an authorized representative of the CRC, Redevelopment Director) will authorize the work in writing prior to RFG's commencing work. In the event ongoing work would exceed an estimated \$2,000, an estimate of the costs of services being requested will be provided prior to the work being started.

The primary representatives working with the CRC will be as follows:

Eric Reedy, CPA – Director/Owner
Andrew Lanam, CPA – Manager
Gary Smith, Senior Accountant
Michelle Gossett, Administrative Assistant

From time to time, employees' titles and positions may change. This engagement letter is not required to be updated based upon changes in the name or title of RFG representatives working with the CRC.

1. City of Columbus Redevelopment Commission (CRC)
 - a. Our fees for the following services will be billed at our hourly rates outlined below, to be performed at the direction of the CRC.
 - i. TIF Impact Report – This is a report that will need to be prepared for any new TIF allocation areas or amendments to existing areas.
 1. We are available to prepare TIF impact reports for new TIF areas. This report is only required for new areas or amendments to existing areas.
 - ii. Long-Term Financial Plan
 1. We will prepare detailed revenue and expenditure projections for the CRC as part of the City’s long-term operating and capital improvement plan.
 - iii. Monthly Report
 1. We are available to prepare monthly management reports for the CRC. These reports show the annual budget, adjustments, year to date spending, and variances for the CRC.
 - iv. General Ledger/Accounting
 1. We are available to assist the Clerk-Treasurer with adjusting journal entries to the CRC general ledger.
 - v. Debt Financial Advisory Services
 1. We will perform as financial advisor / municipal advisor for the CRC during the issuance of and ongoing reporting requirements of debt issuances including but not limited to Tax Anticipation Warrants, General Obligation Bonds, Lease Rental Financing, Tax Increment Financing Bonds, Economic Development Revenue Bonds, Certified Technology Park Bonds, and ongoing Continuing Disclosure obligations of the Securities and Exchange Commission and Municipal Securities Rulemaking Board.
2. Special Projects: From time to time our firm is asked to prepare certain reports or perform work which may not be clearly identifiable in the aforementioned service categories above. For this reason, we have a Special Projects billing code which can and may be used for these types of financial or accounting related activities. Special projects may be performed for the following entities: Columbus Redevelopment Commission

We will invoice at the beginning of each month for work performed for the CRC during the previous month at the hourly rates outlined below, plus out-of-pocket expenses. Our hourly rate ranges (depending on the complexity of services) are outlined as follows:

<u>Position:</u>	<u>Hourly Rate Range:</u>
Owner/Director	\$125.00 - \$225.00
Debt Financial Advising	\$225.00
Annexation, Utility Rate Study, TIF Consulting	\$200.00
Budget Consulting, Utility Consulting, Special Projects	\$175.00
Accounting / Bookkeeping	\$150.00
Administrative	\$125.00

<u>Senior Manager</u>	<u>\$110.00 - \$210.00</u>	
Debt Financial Advising		\$210.00
Annexation, Utility Rate Study, TIF Consulting		\$185.00
Budget Consulting, Utility Consulting, Special Projects		\$160.00
Accounting / Bookkeeping		\$135.00
Administrative		\$110.00

<u>Manager</u>	<u>\$100.00 - \$200.00</u>	
Debt Financial Advising		\$200.00
Annexation, Utility Rate Study, TIF Consulting		\$175.00
Budget Consulting, Utility Consulting, Special Projects		\$150.00
Accounting / Bookkeeping		\$125.00
Administrative		\$100.00

<u>Senior Accountant</u>	<u>\$75.00 - \$175.00</u>	
Debt Financial Advising		\$175.00
Annexation, Utility Rate Study, TIF Consulting		\$150.00
Budget Consulting, Utility Consulting, Special Projects		\$125.00
Accounting / Bookkeeping		\$100.00
Administrative		\$75.00

<u>Staff Accountant II</u>	<u>\$50.00 - \$150.00</u>	
Debt Financial Advising		\$150.00
Annexation, Utility Rate Study, TIF Consulting		\$125.00
Budget Consulting, Utility Consulting, Special Projects		\$100.00
Accounting / Bookkeeping		\$75.00
Administrative		\$50.00

<u>Staff Accountant I</u>	<u>\$50.00 - \$140.00</u>	
Debt Financial Advising		\$140.00
Annexation, Utility Rate Study, TIF Consulting		\$115.00
Budget Consulting, Utility Consulting, Special Projects		\$90.00
Accounting / Bookkeeping		\$65.00
Administrative		\$50.00

<u>Admin</u>	<u>\$50.00 - \$50.00</u>	
Administrative		\$50.00

Out of Pocket Expenses: At Cost

NOTE: We do not charge a retainer or provide transaction based compensation; rather we submit bills based on hours worked.

We will not be auditing, reviewing, or compiling the CRC's financial statements as defined by the American Institute of Certified Public Accountants (AICPA).

In response to Municipal Securities Rulemaking Board (the "MSRB") Notice 2011-37 dated August 3, 2011 (the "2011-37 Notice") and in compliance with MSRB Rule G-17 ("G-17"), Reedy Financial Group, P.C. ("RFG") deems it necessary to disclose certain evidences regarding its role as financial advisor or municipal advisor.

The MSRB has adopted G-17. G-17 requires municipal advisors to "deal fairly with all persons and shall not engage in any deceptive, dishonest or unfair practices."

The 2011-37 Notice brings to the attention of financial advisors information pertaining to engagement in certain activities that could require them to register with the SEC as a broker and become subject to MSRB rules that apply to brokers, dealers, and municipal securities dealers. The 2011-37 Notice states that “under principles described by the SEC in no-action letters, if financial advisors engage in certain activities with respect to placements of municipal securities by issuers, they may be considered to be acting as a “broker” and, depending on the nature of such activities, could be viewed as placement agents. Activities of particular concern are introductions of potential investors to an issuer or negotiation with potential investors, in either case coupled with the receipt of transaction-based compensation.”

Accordingly, and in compliance with G-17 and the 2011-37 Notice, RFG hereby expressly states that: (a) it is acting solely as financial advisor or municipal advisor and not as a underwriter or placement agent in connection with all services proposed and/or provided; (b) any services provided by RFG as they relate to its role as Financial Advisor or Municipal Advisor should not be construed by anyone to be those provided by an underwriter or placement agent; and (c) RFG does not engage in any of the activities outlined in the 2011-37 Notice that would cause it to be viewed as a “broker” or placement agent. Particularly, RFG does not engage in transaction-based compensation.

Pursuant to Indiana Code § 22-5-1.7-11, Contractor has to enroll in and will verify the work eligibility status of all newly hired employees through E-Verify.

Please sign and date below to acknowledge your agreement with the above stated terms.

Authorized Official
Columbus Redevelopment Commission
City of Columbus, Indiana

DATE: _____

AFFIDAVIT

I, Eric Reedy, do hereby state as follows:

1. I am the owner (Officer or other Capacity) of Reedy Financial Group, PC (Contractor), and I have personal knowledge of all matters set forth in this Affidavit.
2. Contractor has enrolled and is participating in the E-Verify program.
3. Contractor does not knowingly employ an unauthorized alien.
4. Contractor does not receive transaction based compensation

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE.

Eric Reedy

Eric Reedy
(Printed)

RFG ENGAGEMENT TERMS

Reedy Financial Group, PC (“RFG”) wants you to understand the basis under which we offer our services to you and determine our fees, as well as to clarify the relationship and responsibilities between your organization and ours. These terms are part of our engagement letter and apply to all future services, unless a specific engagement letter is entered into for those services. We specifically note that no advice we may provide should be construed to be investment advice.

YOUR ASSISTANCE - For us to provide our services effectively and efficiently, you agree to provide us timely with the information we request and to make your employees available for our questions. The availability of your personnel and the timetable for their assistance are key elements in the successful completion of our services and in the determination of our fees. Completion of our work depends on appropriate and timely cooperation from your personnel; complete, accurate, and timely responses to our inquiries; and timely communication by you of all significant accounting and financial reporting matters of which you are aware. If for any reason this does not occur, a revised fee to reflect the additional time or resources required by us will be mutually agreed upon, and you agree to hold us harmless against all matters that arise in whole or in part from any resulting delay. If circumstances arise that, in our professional judgment, prevent us from completing this engagement, we retain the right to take any course of action permitted by professional standards, including but not limited to withdrawing from the engagement.

THIRD PARTY PROVIDER – Upon the written consent of the CRC, we may use a third-party service provider in providing professional services to you which may require our sharing your confidential information with the provider. If we use a third-party service provider, we will enter into a confidentiality agreement with the provider to require them to maintain the confidentiality of your confidential information. The terms of our engagement letter and these engagement terms shall apply to any third party provider.

CONFIDENTIALITY - We will maintain the confidentiality of your confidential information in accordance with professional standards. You agree not to disclose any confidential material you obtain from us without our prior written consent. Your use of our work product shall be limited to its stated purpose only. We retain the right to use the ideas, concepts, techniques, industry data, and know-how we use or develop in the course of the engagement.

CONSUMER PRIVACY - In order to provide the services called for in this engagement, you may be disclosing to us certain nonpublic personal information regarding your accounts, customers, and consumers. We will not disclose any such nonpublic personal information except to you and our employees and agents to the extent permitted by law. We have implemented and will maintain physical, electronic and procedural safeguards reasonably designed to protect the security, confidentiality and integrity of, to prevent unauthorized access to or use of, and to ensure the proper disposal, of nonpublic personal information regarding your customers or consumers.

CHANGES - We may periodically communicate changes in laws, rules, or regulations to you. However, you have not engaged us to and we do not undertake an obligation to advise you of

changes in laws, rules, regulations, industry or market conditions, your own business practices, or other circumstances, except to the extent required by professional standards.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES - Any liability of RFG to you shall not include any special, indirect, consequential, incidental, punitive, or exemplary damages or loss nor any lost profits, savings, or business opportunity.

NO TRANSFER OR ASSIGNMENT OF CLAIMS - No claim against RFG, or any recovery from or against RFG, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS - In no event shall any action against you or RFG, arising from or relating to this engagement letter or the services provided by RFG relating to this engagement, be brought after two (2) years after the date on which occurred or is known to you the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS - If a subpoena or third-party request to RFG is a result of litigation you are employed in, you we will reimburse RFG's expenses for responding to said request, if you are given notice of an opportunity to object Timely under the rules. As to any other request to RFG about the CRC where the CRC or the City of Columbus is NOT named as a party, then you will NOT reimburse your expenses.

LEGAL AND REGULATORY CHANGE - The scope of services and the fees for the services covered by the accompanying letter are based on current laws and regulations. If changes in laws or regulations change your requirements or the scope of our work, you and we agree that our fees will be modified to a mutually agreed-upon amount to reflect the changed level of our effort.

**Reedy Financial Group, P.C.
211 N. Chestnut Street
Seymour, Indiana 42274**

Disclosure Brochure and Privacy Policy as of June 2015

Disclosure

This Disclosure Brochure provides customers with information about the qualifications and business practices of Reedy Financial Group, P.C... Reedy Financial Group, P.C. is a Registered Municipal Advisor with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB) under the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act). Reedy Financial Group, P.C. endeavors at all times to operate in compliance with federal and state laws and to conduct its business in the highest ethical manner.

Reedy Financial Group, P.C. was founded in 2009 and became registered with the SEC and MSRB in the fall of 2014. The Firm provides Advisory services on behalf of Government Agencies, Educational, Healthcare and other Non-Profits. The Firm does not manage customer portfolios and has no discretionary accounts. Any special compensation arrangement between an associated person and the Firm that could present a conflict of interest with the customer such as bonuses or referral fees will be disclosed to the customer. Any economic benefit received from a non-customer in connection with providing and advisory services will be disclosed to the customer.

The Firm nor any Associated Person of Reedy Financial Group, P.C. has any past or current disciplinary disclosures. If you have any questions with respect to any of these disclosures please feel free to contact our Designated Chief Compliance Officer (CCO) Eric Reedy at ereedy@reedyfinancialgroup.com .

Privacy Policy

Reedy Financial Group, P.C. collects data in the normal course of business while we service your needs. We consider your data to be private and confidential, and we hold ourselves to the highest standards of trust in their safekeeping and use. We collect nonpublic information from clients in the following matter:

- Information we receive from you in forms;
- Information that you give us verbally;
- Information about your transactions with us, or others, and
- If you visit our web site, information we collect via a web server, often referred to as a “cookie.” Cookies indicate where a site visitor has been online and what has been viewed.

We do not disclose any nonpublic information about our customers or former customers to anyone, except as permitted by law. We only use information about you to help better serve your investment needs or to suggest services that may be of interest to you.